

TO: Prospective Lessors

SUBJECT: BUILDING SPECIFICATIONS FOR CLEVELAND, MISSISSIPPI

Written proposals for the lease of office space in Cleveland, Mississippi, will be received until 11:00 a.m. Tuesday, August 29, 2013 at the Office of Cleveland WIN Job Center, 119 North Commerce Ave. Cleveland, MS. ATTN: Procurement Officer

Attached are specifications and other information.

For further information, please contact:

**Jay Atkinson**  
**Mississippi Department of Employment Security**  
**P.O. Box 1699-1235 Echelon Parkway**  
**Jackson, MS 39215**  
**Telephone (601) 321-6309**

Attachment:

SPECIFICATIONS FOR  
MISSISSIPPI DEPARTMENT EMPLOYMENT SECURITY  
BUILDING  
CLEVELAND, MISSISSIPPI

Mississippi Department of Employments Security does not restrict, exclude, or eliminate proposals from owners of properties currently leased to the agency. Proposals may be acceptable, based on condition, size, and utility and may not require modification structurally as a condition for acceptance.

When CONSTRUCTING or REMODELING a building for use by a state agency, all requirements as established by the Americans with Disabilities Act of 1990, and Section 35.151, Volume 50, NO. 144, of the Federal Register, Rules and Regulations, issued by the Department of Justice, 7/26/91, must be met.

The following sections are a guideline to what MDES would request for any new construction or renovation to any existing property.

I. BUILDING AND SITE WORK

- A. Building: Containing approximately 4000 to 4500 square feet inside according to the standard measurement method. This conforms to the floor plan shown in Attachment A.
- B. Site Work: Properly drained and curbed lot with paved (asphalt or equal) parking area. The grade on the parking lot should conform to the Americans with Disabilities Act of 1990 (ADA) in the handicapped parking/access area.

- C. Above (A and B) to be located in an area easily accessible to clients served and conducive to services provided.

## II. FOUNDATION

Concrete piles, concrete grade beams and retaining walls, as required to assure quality stability. Concrete slab on clay gravel fill to extent required in order to provide adequate foundation suited to location.

## III. EXTERIOR OF BUILDING

- A. The building shall be constructed of frame/masonry block with a brick veneer or stucco front and metal siding minimum and in keeping with accepted engineering and design practices for a commercial building.
- B. There shall be adequate porch coverings over the front and rear doors in keeping with the general structure of the building. Appropriate recessed lighting should be used as required for front overhang.
- C. Adequate outside lighting shall be provided at each outside door and over the entire parking area.

- D. Public access shall consist of a front entrance with “type” door specified by lessee and conforming to ADA guidelines.
- E. The rear door will be mounted to swing outward and will have a “panic bar” type inside latch and a small window of dimensions specified by the lessee.
- F. Other exit doors will be incorporated into the building plan as required by city, building and fire codes.
- G. The following signs will be installed at locations designated by the lessee:

1. Individual metal or plastic block letters reading:

CLEVELAND WIN Job Center  
(OR AS DESIGNATED BY LESSEE)

Or one-piece plastic or metal signs affixed to building. The exact sign and location will be negotiated prior to build-out.

2. Letters in white or black paint on front doors designated by lessee reading:

OFFICE HOURS

8 AM – 5 PM Monday - Friday

3. International Accessibility signs in locations designated by lessee and or ADA requirements.

4. All exits will be marked with electrical signs or other signs that provide illumination during power failure or low visibility conditions in accordance with National Life Safety codes.

H. Windows: Location and design of windows will be negotiated with lessor.

#### IV. ROOF AND STRUCTURE

Asphalt built up or fully adhered rubber with 10-year manufacturer's warranty or 4-ply fiberglass built up with 10-year manufacturer's warranty or other "type" roof to be negotiated with lessor

#### V. INTERIOR FINISHES

A. Floor: Commercial grade carpet. (Except in areas indicated which shall be vinyl tile.)

Construction - Level Loop yarn, advanced generation nylon, yarn weight -26 oz. Per yard; pile length - .157 average; Primary Backing - Synthetic; Secondary Backing -Synthetic or jute;

Radiant panel test Class I permanent static control; 10-year limited wear warranty. Color to be chosen by lessee. Metal threshold edging will be installed at exterior door openings. Thresholds shall not exceed ½" and be beveled. Ceramic tile on restroom floors with floor drains.

B. Base: Wood, Vinyl, or steel.

C. Interior Walls:

1. Interior walls at the front of the building will have sheetrock and a chair rail as specified by lessee.
2. All interior walls will be insulated to eliminate noise from room to room.
3. All other interior walls will be paneled or finished sheetrock. Lessee has election of colors for paint.

D. Ceiling: Acoustical tile or comparable. 2' x 4' suspended ceiling R-30.

## VI. LAYOUT

Partition office to conform to specifications attached, (See Attachment A). Agency will provide all cubicle panel systems.

## VII. CEILING HEIGHT

Ceiling shall be a minimum of 9 ' 6" high except that it may be 8 feet in the private and semi-private offices, supply rooms, etc. This may be varied, if not practical from an engineering standpoint, insofar as heating and air-conditioning are concerned.

## VIII. LIGHTING

Continuous strip fluorescent diffusion grills that produce from 60 to 70 foot candles at desk height.

## IX. HEATING AND AIR-CONDITIONING

A. Air-Conditioning: The air-conditioning shall be capable of maintaining 72 degrees with 50% humidity inside when the outside reading is 95 degrees dry bulb and 80 degrees wet bulb.

B. Heating: The heating system shall be electric and shall be capable of maintaining 70 degrees inside when the outside reading is 10 degrees F.

C. Air-conditioning and heating ducts will be located in ceiling throughout the entire building with aluminum, cylindrical, and diffusion grills with

adequate return. Return air intake(s) are to be located in the ceiling so as not to interfere with open-work area.

D. It is requested that hot water, as well as cold water, to be supplied to each restroom lavatory, the sink in the employee's room and to the sink in the janitor's closet. Water heater is to be electric. Any exposed hot water pipes should meet ADA guideline if accessible to the public.

## X. RESTROOMS

A. Each restroom shall be provided with an exhaust fan and light operated from separate switches. Towel holders of size and kind will be specified by the lessee (Nibroc, Slot Gear ratio, continuous roll). Each restroom will have ceramic tile floors, and floor drains.

1. Employees' Ladies' Restroom: Will have two (2) commodes and one (1) lavatory. There shall be installed a vanity with mirror, a full-length mirror, and storage cabinets.

2. Employees' Men's Restroom: Will have two (2) Commodes, and one (1) lavatory, with a mirror over the lavatory and storage cabinets below.

B. The public restrooms, one (1) men's and one (1) women's shall be accessible to the handicapped and conform to ADA guidelines with the proper signs International Symbol of Accessibility displayed. There will be a full length mirror in handicapped restrooms.

1. Public Ladies' Restroom will have two (2) Commodes and one (1) lavatory. There shall be installed a vanity with mirror.
2. Public Men's Restroom: Will have two (2) commodes and one (1) lavatory, with a mirror above the lavatory and a storage cabinet below.

#### XI. EMPLOYEE ROOM / BREAKROOM

There shall be installed in the employee room a kitchen unit consisting of ceiling exhaust fan, externally vented, work counter, wall cabinets, range with oven and stovetop, refrigerator, a sink, and a microwave. Coat closet should be located adjacent to this room.

#### XII. SUPPLY ROOMS AND TELEPHONE/STORAGE ROOMS

To be equipped with adjustable shelves from floor to ceiling at height and depth specified by lessee. The number of shelves is to be specified by lessee.

#### XIII. MANAGER'S OFFICES

A solid plate glass window 3' x 5' shall be installed in the front wall with suitable blinds. A cabinet and a credenza shall be installed in the manager's offices.

#### XIV. MULTIPURPOSE ROOMS

This room should consist of Employer room, Appeals room. Solid plate glass windows shall be installed in the front wall with suitable blinds. Locations shall be approved by the lessee.

#### XV. CONFERENCE, CLASSROOM, RESOURCE AND OTHER MISCELLANEOUS ROOMS DESIGNED FOR PUBLIC USE

Shelves and cabinets installed as specified by lessee. A solid plate glass window, size designated by the lessee shall be installed in the front wall with suitable blinds at the option of the lessee.

#### XVI. INTERIOR DOORS

All inside doors will be of flush style, appropriate finish and meet minimum ADA requirements. Interior doors for the conference and resource room, testing room, and hallway will each have a small window with dimensions as specified by the lessee. Recommend that 36" interior doors be standard to assure ADA requirements are met.

#### XVII. WATER COOLERS

TWO (2) electric water coolers will be provided by the lessor and installed at a point designated by lessee. The water cooler must meet ADA guidelines.

#### XVIII. JANITOR'S ROOM

The janitor's room will be equipped with shelves of desirable height and depth as specified by lessee. A janitor's sink shall be installed in the janitor's room, with floor drain.

#### XIX. COMMUNICATIONS AND ELECTRICAL SERVICE

##### COMMUNICATIONS:

MDES offices require a great deal of wiring for computers/telecommunications devices. For this size building expect at least 40 data drops. Wiring for computer connections (category 6 Plenum cable) and telephone connections (category 6 plenum cable or as specified) will be pulled in the necessary quantity from the telecommunications/equipment room to the designated termination points (walls and/or floor access points as designated by lessee). MDES vendors will supply all materials and complete remaining data wiring requirements with wall outlet installation that includes the actual installation of the wall box and the necessary quantity of face plates (with sufficient punch outs to minimally handle the like quantity of wire), and sufficient quantities of RJ-45 data/telecommunications jacks and termination of the jacks in all hard walled spaces. MDES vendors will

assist MDES employees in wiring and terminating cubicles and reception point once installed and connecting all wires to patch panels in the telecommunications/equipment room. Floor accessible data/telecommunications wiring shall be installed through under floor conduit in quantities deemed necessary by lessor. Sufficient quantities of RJ-45 data/telecommunications jacks shall be provided for under floor wiring.

A great deal of wiring slack must remain in the equipment room location. Equipment room must be a minimum of 8'X8'. A seven foot by 19 inch, equipment rack shall be floor mounted in the designated location in the telecommunications/equipment room. Vendor must provide 36 inches of clearance from all walls to front and back of racks. Also, a telecommunications backboard shall be installed in the telecommunications/equipment room in the lessee defined location.

#### ELECTRICAL:

Wiring for electricity will be installed with outlets and switches to match or coordinate with the communications jacks and with sufficient quantity, quality and capacity to handle all electrical needs as specified by the lessee.

#### XX. PARKING SPACES

The landlord shall provide approximately one (1) marked parking space per every 150 square feet of office space adjacent to the building for use by Agency

personnel and clients. Five (5%) of these spaces shall meet ADA guidelines with the International Symbol of Accessibility provided and properly displayed. One (1) of every three (3) ADA spaces must be Van accessible space regardless of the above formula.

#### XXI. WIDOW COVERINGS

Acceptable drapery or Venetian blinds will be provided for the windows in the private offices and for other exposed glass areas (including outside windows) as determined by lessee.

#### XXII. INSULATION

A. Ceiling - Minimum R-30 insulation factor.

B. Exterior Walls - Minimum R-16 insulation factor.

C. Interior Walls - Insulate walls around managers' office, employee room, conference room, resource room, appeals/multipurpose rooms, and restrooms.

#### XXIII. MISCELLANEOUS

A. All counters, cabinets, walls, etc., will match or coordinate with wall covering.

- B. Formica shall be used on the top of all counters, cabinets, etc., unless lessee designates otherwise.
- C. The private offices will be constructed as per sketch with provisions for adequate lighting, heating, and air-conditioning. All partitioned walls will be ceiling height.
- D. Accessibility standards shall apply in all design and construction following American National Standards Institute guidelines and comply with all regulations under the Americans and Disabilities Act of 1990.
- E. The coat closet shall have a metal rod and a shelf above the rod.
- F. A built- in cabinet with lock shall be constructed in the Resource Room and in the Conference Room.

#### XXIV. SKETCHES AND PRINTS

- A. The lessee will furnish rough sketches and descriptions of construction plans and adequate copies of a lease contract.

B. The lessor will prepare detailed sketches of the following and submit to the lessee for approval:

1. Basic Floor plan
2. Ceiling Layout, indicating lighting, Air-conditioning, and heating ducts, return air ducts, and outlets.
3. Wiring and electrical layout with telephone and computer outlets shown
4. Front and side elevation.
5. Details of roof, porch, and awning designs
6. Heating and air-conditioning system
7. Restrooms
8. All color selections will be made by lessee.

#### XXV. AVAILABILITY OF BUILDING

The building shall be completed and available for occupancy by the Lessee on January 1, 2014 for existing properties and on February 1, 2014 for new construction.

**RPM-5**

New Lease No. \_\_\_\_\_

PPRB Date \_\_\_\_\_

LEASE AGREEMENT

State of Mississippi Standard Form

This Lease Agreement entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which is on or after the date the Public Procurement Review Board approved this Lease by and between \_\_\_\_\_, whose address is \_\_\_\_\_, (hereinafter referred to as "Lessor"), and the \_\_\_\_\_, whose address is \_\_\_\_\_, (hereinafter referred to as "Lessee"). The terms "Lessor" and "Lessee" shall include, whenever the context admits or requires, singular or plural, the heirs, legal representatives, successors and assigns of the respective parties.

WITNESSETH

FOR AND IN CONSIDERATION of the rental, covenants and conditions hereinafter stipulated to be paid and performed by Lessee, Lessor does hereby demise and let unto Lessee and Lessee does hereby accept and let from Lessor, the following described property situated in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Mississippi, described as follows, to-wit:

SECTION 1. The primary term of this Lease (defined for the purpose of this Lease as that period of time for which rent is to be paid) shall be for \_\_\_\_\_, commencing on \_\_\_\_\_, and ending at 12:00 midnight on \_\_\_\_\_. The Lessor agrees that should the above described space not be prepared for occupancy per the specifications agreed between Lessor and Lessee by the first day of the primary term of this Lease, the rent will be prorated accordingly or the Lease may be voided at the option of the Lessee.

SECTION 2. The Lessee agrees to pay \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per \_\_\_\_\_ to the Lessor for the demised premises, pursuant to the following schedule:

SECTION 3. The Lessee shall have, hold and use the demised premises for the purposes of conducting the business activities of \_\_\_\_\_.

SECTION 4. The Lessee will, at all times, attempt to act in a prudent manner to conserve the amount of utilities consumed. The Lessor shall furnish and pay for, as and when due, all utilities consumed or used incidently to the demised premises, such as electricity, gas, water, sewer and all other public utilities of every nature, kind and description, or, only those utilities listed on the following lines:

SECTION 5. The Lessee will, at all times, take good and ordinary care and precaution for the preservation of the demised premises. The Lessor shall furnish the following janitorial services:

SECTION 6. The Lessor shall pay, during the term of this Lease and any extended term hereof, all state, county and city ad valorem taxes and special assessments assessed against the property herein demised excluding any such taxes as may be assessed against Lessee's fixtures and equipment used in said demised premises.

SECTION 7. In the event that escalations for Lessor's expenses are to be incorporated as a provision of this Lease, only those escalations listed, and under terms as described by the attachment of a "State of Mississippi Standard Escalation Agreement," will be acceptable.

SECTION 8. Any notice required to be given by either party to the other party under the terms of this Lease shall be served upon such party by United States Certified Mail, as follows:

To Lessor:

To Lessee:

SECTION 9. It is expressly understood and agreed that the Lessee's assumption of occupancy and the payment of rent is conditional on the receipt of Federal and/or State funds, and in the event of a discontinuance or decrease in Federal and/or State funds, and in the event of a discontinuance or decrease in Federal and/or State funds for any cause necessitating a reduction in the Lessee's staff or need for space, the Lessee's obligation for the payment of rent shall be diminished in proportion to the reduction in space without penalty or interest or the Lease may be terminated. The Lessee shall notify the Lessor at least thirty (30) days in advance of any reduction in space or termination of the Lease necessitated by the discontinuance or decrease in Federal and/or State funds.

SECTION 10. It is distinctly understood and agreed by and between the parties hereto that in the event space becomes available to the Lessee herein in any State-owned building, this Lease shall be terminated within thirty (30) days from and after the date of written notice of termination of said Lease by the Lessee to the Lessor and the terms contained herein shall become null and void without further consideration by Lessee.

SECTION 11. The Lessee shall not, without the previous consent in writing of the Lessor, assign this Lease or sublet the whole or any part of the demised premises or any part thereof to be used or occupied by others, which consent by Lessor shall not be unreasonably withheld. In the event Lessor consents to any such assignment or subletting, Lessee shall remain and continue primarily liable for the performance of the covenants and obligations on his part to be performed under this Lease during the primary or any extended term hereof.

SECTION 12. The Lessor agrees to keep the building improvements erected on the demised premises insured against loss or damage by fire and all standard extended coverage perils for the full, fair insurable value thereof in a solvent and responsible company or companies authorized to do business in the State of Mississippi. The Lessor agrees to hold Lessee harmless and indemnified against any liability for injury or death to any person or damage to property in or upon the leased premises not caused directly by an act or omission of the Lessee or employee, agent, or patron of the Lessee.

SECTION 13. At the expiration of the tenancy hereby created and any extended term thereof, Lessee shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted. Lessee's obligation to observe or perform this covenant shall extend past the expiration or other termination of this Lease for not more than thirty (30) days. Any claims of Lessor against Lessee under this section must be delivered in writing to the Lessee as specified in Section 8 no later than thirty (30) days after the expiration or termination of this Lease.

SECTION 14. The Lessor covenants to keep and maintain, at Lessor's expense, said demised premises and facilities in a state of tenantable repair during the term of the Lease. Lessor shall not be called upon to make any such repairs occasioned by the acts of negligence of the Lessee, its agents, patrons, or employees, except where covered under Lessor's fire and extended coverage insurance. Lessor shall supply at Lessor's expense all filters, freon, and parts for the heating and cooling equipment and all bulbs, lamps, tubes and starters needed for light fixtures. All repairs at Lessor's expense shall include, but not be limited to (1) keeping the heating and cooling equipment operational so that temperatures remain between 68 and 78 degrees Fahrenheit; (2) maintaining elevators so as to operate safely; (3) maintaining all doors, locks and windows to operate properly; (4) maintaining all electrical equipment and plumbing pipes and fixtures to operate properly; (5) maintaining all fire and safety equipment as required by local code; (6) maintaining roof and exterior of building to prevent leaking water.

Should, at any time during the term of this Lease, hazardous material, chemical, or odor be discovered in the leased building in amounts determined by the Mississippi Department of Environmental Quality to be unacceptable, the Lessor will have sixty (60) days from the date of written notice by the Lessee to satisfactorily dispose of the hazardous material, chemical, or odor or the Lessee may terminate the Lease after sixty (60) days with no penalty to the Lessee.

SECTION 15. Should the demised building be totally or substantially destroyed by fire, the elements or otherwise, so as to render the demised building untenable, either party shall have the option to cancel the remaining portion of this Lease or of any extended term or period hereof. Lessee shall have no obligation to pay rent of any nature so long as the demised building is untenable. Lessor may offer comparable space under the same terms and conditions as this Lease, subject to Lessee's approval.

SECTION 16. Failure on the part of the Lessee to pay any installment of rent when the same comes due and payable, or failure of either Lessee or Lessor promptly and faithfully to keep and perform each and every covenant agreed and stipulated herein on the part of the Lessee or Lessor to be kept and performed, shall at the option of the Lessor or Lessee cause a forfeiture of this Lease.

Nothing contained in the foregoing paragraph shall be construed to waive either party's right to cancel this Lease in the event of any forfeiture or breach on the part of the other party hereto, all of which rights or cancellation are herein specifically reserved.

Prior to a declaration of forfeiture for default in payment of rent or additional rent, Lessor shall give to Lessee a Notice in writing thirty (30) days prior thereto in the manner provided for by Section 8 hereof, during which time Lessee may purge itself of the grounds of forfeiture by paying such rent. As to default by Lessee in performing covenants other than for payment of rent prior to a declaration of forfeiture, Lessor shall give to Lessee a notice in writing thirty (30) days prior thereto in the manner provided for by Section 8 during which time Lessee may purge itself of the grounds of forfeiture by curing the stated grounds of forfeiture within such thirty (30) days or within such longer term as may be reasonably necessary to cure such defect.

SECTION 17. Lessor covenants that the Lessee, on paying the rent herein determined, and performing the covenants and agreements hereof, shall peaceably have, hold and enjoy the demised premises and all rights, easements and privileges belonging or anywise pertaining thereto, during the full term of this Lease, and any extension thereof.

SECTION 18. Lessor will provide paved parking area sufficient for the operation of said agencies on the leased premises, without additional cost to Lessee. Lessor will maintain such parking lot throughout the term of this Lease and any extension thereof in a serviceable condition. Lessor will reserve \_\_\_\_\_ spaces exclusively for the Lessee.

Lessor agrees to keep all parking areas provided to Lessee clean and free of trash and debris.

SECTION 19. Lessor hereby grants to Lessee the right and option to extend this Lease for a further term of up to three (3) months commencing at the expiration of the original term; provided, however, that written notice of the exercise of such option shall be given by Lessee to Lessor at least thirty (30) days before the expiration of the term of this Lease. Such extension shall be at the same annual rental rate as that provided herein for the last year of the original term and the actual rental amount shall be prorated according to the length of the additional term. All other terms and conditions set out herein shall be in effect during the term of the extension.

SECTION 20. Any request for amendments or modifications to this Lease by the Lessor or Lessee must be listed below in this section or on an addendum to this Lease as noted by listing such addendum in this section. Approval of any amendments or modifications of this Lease will become valid and made a part of this Lease only when approved by the Division of General Services, a/k/a Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board, as evidenced by the signature of its Administrator.

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date: \_\_\_\_\_

Division of General Services, a/k/a Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management

By: \_\_\_\_\_ Title: RPM Director

SECTION 21. This Lease will not become valid and binding until approved in writing by the Division of General Services, a/k/a Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board. No amendment to or modification of this Lease shall become valid and binding until approved in writing by the Division of General Services, a/k/a Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board

SECTION 22. Lessor covenants that the demised premises included in this Lease are in compliance with the Americans with Disabilities Act, 1990, Federal and State laws, and local ordinances. At the sole discretion of the Lessee, failure to comply may result in the termination of this Lease by Lessee.

The Lessor warrants that the buildings covered by this Lease comply with all state and local building codes and all zoning ordinances and subdivision covenants.

SECTION 23. The Lessor or Lessors herein warrant that this Lease will be in compliance with Section 25-4-103 and 25-4-105 of the Mississippi Code of 1972, as amended. Should it be determined during the term of this Lease that the Lessor or Lessors are not in compliance with said statutes, the Lessee may terminate this Lease with a written thirty (30) days notice to Lessor with no penalty to the Lessee.

SECTION 24. The Lessee and Lessor may terminate this Lease, upon mutual agreement. The Lessee and Lessor shall agree in writing as to the said termination, specifying the part of the Lease terminated and when the termination becomes effective, with notification to the Bureau of Building, Grounds and Real Property Management. This Section does not affect the Sections herein that pertain to default and/or failure to comply with Lease provisions and pertains only to cancellation and/or termination of Lease, upon mutual agreement of the parties.

SECTION 25. "Contractor" in this Section shall mean Professional, Vendor, Architect, Engineer, Lessor, etc.

The State agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the Mississippi Code of 1972, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice.

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance, and upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit."

IN WITNESS WHEREOF, this Lease Agreement has been duly executed in duplicate originals on the date hereinabove set forth.

LESSOR (Individual or Corporation)

By: \_\_\_\_\_

LESSEE

By: \_\_\_\_\_

"This Lease was approved on \_\_\_\_\_ by the Public Procurement Review Board, and regardless of any other date shown within, this Lease is not effective before \_\_\_\_\_, as stated in Section 1 and pursuant to Section 21 of this Lease.

**(Lessee's acknowledgment)**

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, for and on behalf of the State of Mississippi, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires \_\_\_\_\_

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**(Lessor's acknowledgment for an individual)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires \_\_\_\_\_

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**(Lessor's acknowledgment for a corporation)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires \_\_\_\_\_

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**STATE OF MISSISSIPPI STANDARD ESCALATION AGREEMENT**

**RPM 5A**

Amendment to State of Mississippi Standard Lease Form **RPM-5** dated \_\_\_\_\_ between  
\_\_\_\_\_, Lessor, and \_\_\_\_\_, Lessee.

Only those Conditions #1 – 4 below initialed by Lessor and Lessee are applicable to this Lease. Condition #5 may not be excluded from this amendment. All increases in expense charged by Lessor to Lessee will be charged as additional rent. “Additional Rent” shall mean the amount of the Lessee’s proportionate share of the following expenses for a particular year. Any escalation charged in a partial year of the lease will be prorated to the Lessee’s total days of occupancy.

Initial:

Lessor \_\_\_\_\_ Lessee \_\_\_\_\_

\_\_\_\_\_ Condition 1: Lessor shall pay all utility service charges assessed against the demised premises during the term of this Lease as set out in Section 4 of this Lease. Lessee agrees to pay any increase in utilities over the total utilities assessed during the first twelve (12) months of the primary term of the lease subject to the limitation in Condition 5 of this agreement, said sum to be charged to Lessee as additional rent. Prior to payment of such additional sums, Lessor shall provide Lessee and the Division of Real Property Management with copies of all utility service charge statements, and all supporting calculations, as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, and approval from the Division of Real Property Management, Lessee shall pay to Lessor such additional sums within sixty (60) days.

\_\_\_\_\_ Condition 2: Lessor shall pay all janitorial service charges assessed against the demised premises during the term of this Lease as set out in Section 5 of this Lease. Lessee agrees to pay any increase in janitorial service over the total janitorial service assessed during the first twelve (12) months of the primary term of the lease subject to the limitation in Condition 5 of this agreement, said sum to be charged to Lessee as additional rent. Prior to payment of such additional sums, Lessor shall provide Lessee and the Division of Real Property Management with copies of all janitorial service charge statements, and all supporting calculations, as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, and approval from the Division of Real Property Management, Lessee shall pay to Lessor such additional sums within sixty (60) days.

\_\_\_\_\_ Condition 3: Lessor shall pay all taxes assessed against the demised premises during the term of this Lease as set out in Section 6 of this Lease. Lessee agrees to pay any increase in taxes over the total taxes assessed during the first twelve (12) months of the primary term of the lease subject to the limitation in Condition 5 of this agreement, said sum to be charged to Lessee as additional rent. Prior to payment of such additional sums, Lessor shall provide Lessee and the Division of Real Property Management with copies of all tax statements, and all supporting calculations, as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, and approval from the Division of Real Property Management, Lessee shall pay to Lessor such additional sums within sixty (60) days.

\_\_\_\_\_ Condition 4: Lessor shall pay all property insurance premiums assessed against the demised premises during the term of this Lease. Lessee agrees to pay any increase in property insurance premiums over the total property insurance premiums during the first twelve (12) months of the primary term of the lease subject to the limitation in Condition 5 of this agreement, said sum to be charged to Lessee as additional rent. Prior to payment of such additional sums, Lessor shall provide Lessee and the Division of Real Property Management with copies of all statements, and all supporting calculations, as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, and approval from the Division of Real Property Management, Lessee shall pay to Lessor such additional sums within sixty (60) days.

\_\_\_\_\_ Condition 5: Lessor agrees that the total additional rent due by the Lessee as payment for any increase as provided by Sections 1 – 4 of this amendment, shall not exceed 10% of the total cost of the expenses included in this lease incurred during the first twelve (12) months of this lease.



**CONDITIONS FOR SUBMITAL OF LEASE PROPOSAL**

**RPM-2**

**This section filled in by agency representative requesting proposal.**

DEADLINE FOR SUBMITTING PROPOSAL: TIME 11:00 a.m. Thursday DATE August 29, 2013

ADDRESS TO RECEIVE PROPOSAL: 119 North Commerce Ave. Cleveland, MS 38732

AGENCY REQUESTING PROPOSAL: Mississippi Department of Employment Security

AGENCY CONTACT FOR PROPOSAL: Jay Atkinson

---

**THIS LEASE PROPOSAL IS NOT A BID AND IS NOT SUBJECT TO THE BID LAWS OF THE STATE OF MISSISSIPPI.**

As the owner/agent of the property offered for lease by this proposal, I understand that acceptance of my proposal is not contingent solely on the contact rent quoted herein. The costs for utilities, janitorial services, parking, remodeling, moving expense, telephone hook-up, etc. will all be considered in determining the TOTAL COST of the lease. Building condition, location, adaptability, and accessibility for the handicapped will all be factors in determining the most **SUITABLE** space for the agency requesting this proposal.

I understand that my building must meet the minimum requirements for accessibility as described by the Americans with Disabilities Act of 1990. If my building does not meet the minimum requirements for accessibility determined necessary by the agency, my proposal may be declared unacceptable.

As owner/agent of the property offered for lease by this proposal, I have examined the proper authority for the agency requesting this proposal to obtain all the specifications the agency has determined as necessary to qualify as **SUITABLE** space. I understand that the agency has possession of the manual which states the policy and procedures all state agencies must follow when procuring leased space and that the agency can provide me a copy of this manual at my request. I have discussed these procedures with a member of the agency and I understand these procedures for leasing property.

As owner/agent of the property offered for lease by this proposal, I understand that having delivered this proposal to the agency prior to the deadline the agency has imposed, my proposal of rent cannot be changed or amended in any manner, unless the agency, by written notice to me, has informed me that all proposals received were determined to be unacceptable, and that the agency is again requesting proposals for leases.

The space offered for lease by submittal of my proposal should be held available to the agency for a period not less than 60 days from the date listed herein as the deadline for receiving lease proposals. As owner/agent of the property offered for lease by this proposal, I understand that if I cannot hold this property available for this 60 day period the agency may consider my proposal as unacceptable.

Only those proposals submitted to the requesting agency by completion of pages 1-4 of this form will be considered. All proposals are to be submitted in a sealed envelope addressed to the agency requesting this proposal to the attention of the agency contact, and identified on the front of the envelope as "**PROPOSAL FOR LEASE**".

By evidence of my signature, I acknowledge that I have read the conditions stated above before submittal of my proposal and that I fully understand these conditions. I warrant that the owner(s) of this property will not be in violation of Sections 25-4-103 and 25-4-105 of the Mississippi Code by leasing this property to a state agency.

Signature Owner/Agent

Date Submitted

**This section filled in by agency representative:**

The building described in this proposal was inspected by \_\_\_\_\_(Name)

\_\_\_\_\_for the agency accompanied by \_\_\_\_\_(Name)

for the owner on \_\_\_\_\_(Date). As a result of this inspection, I have found the information submitted by this proposal to be

☐ correct or ☐ in error as described by attachment.

---

**Signed (Agency Representative)**

RPM2 (Page 1 of 4)  
**PROPOSAL FOR LEASE**    **RPM-2**

(This proposal form must be completed by the owner/agent of the property.)

NAME OF PROPERTY OWNER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
NAME OF PROPERTY AGENT \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
SUBMITTED TO \_\_\_\_\_  
STATE AGENCY/DEPARTMENT \_\_\_\_\_  
DIVISION \_\_\_\_\_  
TYPE OF SPACE ☐ OFFICE ☐ STORAGE/WAREHOUSE ☐ OTHER ☐  
SPACE IS: ☐ EXISTING ☐ UNDER CONSTRUCTION ☐ TO BE CONSTRUCTED  
DATE OF COMPLETION \_\_\_\_\_  
ADDRESS OF SPACE OFFERED \_\_\_\_\_  
DESCRIPTION OF BUILDING: GROSS SQUARE FEET \_\_\_\_\_ AGE \_\_\_\_\_ TYPE OF CONSTRUCTION \_\_\_\_\_  
ORIGINAL USE \_\_\_\_\_ PRESENT USE \_\_\_\_\_  
LAST DATE REMODELED \_\_\_\_\_ (Attach Description)  
LAST DATE REPAIRED \_\_\_\_\_ (Attach Description of Repairs)  
ROOF TYPE \_\_\_\_\_ LAST DATE SERVICED \_\_\_\_\_  
A/C TYPE \_\_\_\_\_ AGE \_\_\_\_\_ LAST DATE SERVICED \_\_\_\_\_  
HEAT TYPE \_\_\_\_\_ AGE \_\_\_\_\_ LAST DATE SERVICED \_\_\_\_\_  
CEILING HEIGHT \_\_\_\_\_ TYPE \_\_\_\_\_  
INTERIOR WALLS: ☐ DRY WALLS ☐ PLASTER ☐ PANEL ☐ OTHER \_\_\_\_\_  
LAST DATE PAINTED OR PAPERED \_\_\_\_\_  
FLOOR COVERING: ☐ CARPET ☐ TILE ☐ OTHER \_\_\_\_\_ LAST DATE INSTALLED \_\_\_\_\_  
ELECTRICAL OUTLETS: # PER ROOM \_\_\_\_\_ (Average)  
LIGHTING: TYPE \_\_\_\_\_  
NUMBER OF BATHROOMS: PUBLIC \_\_\_\_\_ RESERVED \_\_\_\_\_ AGE OF FIXTURES: \_\_\_\_\_  
ACCESSIBLE TO HANDICAPPED: ☐ YES ☐ NO  
IF NO: I WILL MAKE THE NECESSARY IMPROVEMENTS TO THE SPACE AS REQUIRED BY THE AGENCY TO MEET THE MINIMUM REQUIREMENTS AS DESCRIBED BY THE AMERICANS WITH DISABILITIES ACT 1990. ☐ YES ☐ NO  
DOES THIS BUILDING CONTAIN ASBESTOS? ☐ YES ☐ NO IS THE ASBESTOS NON-FRIABLE? ☐ YES ☐ NO  
IF YES, DESCRIBE BY LOCATION: \_\_\_\_\_  
TOTAL RENTABLE SQUARE FEET \_\_\_\_\_ (OFFERED FOR LEASE)  
1ST FLOOR \_\_\_\_\_ SQ. FT. OTHER \_\_\_\_\_ SQ. FT.  
NET USABLE SQ. FT.: OFFICE \_\_\_\_\_  
(Measured per RPM STORAGE \_\_\_\_\_  
Policy, Page 11 in Manual) WAREHOUSE \_\_\_\_\_  
OTHER \_\_\_\_\_  
COMMON AREA \_\_\_\_\_ (Halls, public restrooms, elec./jan. closet, elevator, stairwell, etc.)  
TOTAL NET USABLE SQ. FT.: \_\_\_\_\_ (Do not include common areas or area not reserve  
exclusively for agency's business.)

**BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY  
MANAGEMENT  
STATE AGENCY LEASING IN NON-STATE-OWNED SPACE**

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RPM2 (Page 2 of 4)

CONTRACT RENT: \_\_\_\_\_ LEVEL \_\_\_\_\_ ESCALATES # OF YEARS OFFERED  
(Attach Rent Schedule as Below for each Year if Escalating)

ANNUAL \$ AMOUNT: \$ \_\_\_\_\_ PAID: \_\_\_\_\_ MO \_\_\_\_\_

\$ AMOUNT PER SQ. FT.: (Annual Rent - Square Feet Leased)

ANNUAL RENT - TOTAL AREA \$ \_\_\_\_\_ YR.

ANNUAL RENT - NET USABLE AREA \$ \_\_\_\_\_ YR.

(Measured per RPM Policy)

-----  
UTILITIES: (Elec., Gas, Water, Sewer, Trash) ☐ INCLUDED ☐ NO

ALLOWANCE IF INCLUDED IN RENT: \$ \_\_\_\_\_ YR.

ESTIMATED IF NOT INCLUDED: \$ \_\_\_\_\_ YR.

(Previous yr's cost is acceptable)

JANITORIAL COST: (Labor, Supplies) ☐ INCLUDED ☐ NOT INCLUDED

ALLOWANCE IF INCLUDED IN RENT: \$ \_\_\_\_\_ Year

(Attach a schedule of services, days, time, who furnishes supplies.)

OTHER COST NOT INCLUDED IN RENT: \_\_\_\_\_

MAINTENANCE: LEASED AREA \_\_\_\_\_ COMMON AREA \_\_\_\_\_ BOTH \_\_\_\_\_

-----  
(Fill in if Expenses are Included in Rent)

ESCALATIONS: \_\_\_\_\_ YES \_\_\_\_\_ NO EXPENSE STOP: \$ \_\_\_\_\_ SQ. FT.

Escalations to be based on indexes are not acceptable. Base year will be the year the lease originated.

PRESENT COST OF EACH EXPENSE: (Total building or pro-rate)

\$ \_\_\_\_\_ UTILITIES: \$ \_\_\_\_\_ JANITORIAL \$ \_\_\_\_\_ ADVALOREM TAX  
\$ \_\_\_\_\_ PROPERTY INSURANCE \_\_\_\_\_ MAINTENANCE CONTRACTS

TOTAL ESCALATIONS for expenses cannot exceed 10% of the cost incurred during the first year of the lease. (Proper receipts of payments for each item of escalation must be provided to the Lessee and the Division of Real Property Management prior to being charged as additional rent.)

-----  
NEW PAINT IN RENT: \_\_\_\_\_ YES \_\_\_\_\_ NO EXTERIOR \_\_\_\_\_ INTERIOR

NEW FLOOR COVERING IN RENT: \_\_\_\_\_ YES \_\_\_\_\_ NO TYPE \_\_\_\_\_

REMODEL TO LESSEE'S SPECIFICATIONS: \_\_\_\_\_ YES \_\_\_\_\_ NO

TIME TO COMPLETE REMODELING: \_\_\_\_\_

COST FOR HANDICAP ACCESSIBILITY: \_\_\_\_\_

TOTAL COST TO REMODEL: \_\_\_\_\_ (Attach Specifications)

(If cost exceeds \$4.00 sq. ft., "Conditions of Lease Proposal for New Construction" must be included.) Show that portion of this cost attributable to Handicap Accessibility requirements.

COST INCLUDED IN RENT: \_\_\_\_\_ YES \_\_\_\_\_ NO

THIS PROPERTY IS LOCATED IN A FLOODPLAIN ZONE: \_\_\_\_\_ A, \_\_\_\_\_ B, \_\_\_\_\_ C ZONE (Certified by Engineer)

I WILL PROVIDE FLOOD INSURANCE FOR THE AGENCY AS REQUIRED BY THE STATE'S FLOODPLAIN POLICY:

\_\_\_\_\_ YES \_\_\_\_\_ NO

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**STATE AGENCY LEASING IN NON-STATE-OWNED SPACE**

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RPM2 (Page 3 of 4)

PARKING PROVIDED FOR AGENCY: \_\_\_\_\_YES \_\_\_\_\_NO  
NUMBER OF SPACES RESERVED FOR AGENCY: \_\_\_\_\_  
PARKING ON SITE \_\_\_\_\_ OR PROXIMITY TO SITE \_\_\_\_\_  
PARKING OWNED BY: \_\_\_\_\_ LESSOR \_\_\_\_\_ OTHER \_\_\_\_\_  
COST IN RENT: \_\_\_\_\_ YES \_\_\_\_\_ NO  
COST IN ADDITION TO RENT: \$ \_\_\_\_\_/YEAR.= \$ \_\_\_\_\_PER SPACE

**ONLY THE STATE'S STANDARD LEASE FORM WILL BE ACCEPTED FOR OFFICE SPACE.**

I warrant that this building will be in good repair on the 1st date of occupancy and that it meets or exceeds all state and local building codes, fire and safety regulations, and zoning ordinances. \_\_\_\_\_ YES \_\_\_\_\_NO (If "No" explain on attachment.)

DISCLOSURE of ALL owners, partnerships, or corporate members holding an interest in this property other than the owner/agent listed herein.

---

The owner(s) of this property warrant that the leasing of this property to a state agency will not be in violation of Sections 25-4-103 and 25-4-105 of the Mississippi Code.

The owner(s) of this property have identified themselves as belonging to one or more of the following categories:

\_\_\_\_\_ American Indian \_\_\_\_\_ Hispanic \_\_\_\_\_ Black \_\_\_\_\_ Asian \_\_\_\_\_ Female \_\_\_\_\_ Small Business

The owner(s) of this property understand that the purpose of identification by one or more of the above categories is to provide the agency with information concerning minority/small business status. This information will not be used in the analysis of the proposal.

If none of the above categories are marked, the owners will not be identified as a minority/small business.

This proposal is submitted by \_\_\_\_\_ who is the \_\_\_\_\_ OWNER \_\_\_\_\_ AGENT of the property offered for lease by this proposal. The space offered for lease will be held available for the agency until (Date).

\_\_\_\_\_  
**Signature Owner/Agent**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Phone Number**

Other Pertinent Information About Your Property May be Attached to this Proposal.

Attach two exterior photos and two interior photos of the building.

Attach a sketch of the floorplan with dimensions as measured by RPM policy (Page 17 of the Policy and Procedure Manual.)

**BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT**  
**STATE AGENCY LEASING IN NON-STATE-OWNED SPACE**

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RPM2 (Page 4 of 4)

**BUREAU OF BUILDING, GROUNDS AND REAL  
PROPERTY MANAGEMENT  
STATE AGENCY LEASING IN NON-STATE-OWNED  
SPACE**

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**CONDITIONS OF LEASE PROPOSAL FOR NEW CONSTRUCTION**

**RPM-2A**

As builder/contractor/owner, I understand that the submittal of my proposal to lease space to a state agency in a building I intend to build/renovate/remodel will be considered by the agency in the same manner as lease proposals for existing buildings.

I understand that no agency of the state, or employee of the state, without the prior approval of the Public Procurement Review Board and the Office of General Services, has the authority to approve terms of a lease which involves remodeling of a building for use by an agency of the state. Also, the construction/renovating of a building for a state agency requires specific legislation to do so. Neither the Public Procurement Review Board nor the Office of General Services can provide the necessary legislation.

I understand that the agency, when considering my proposal for a lease in a building I intend to construct/remodel/renovate, will view this building as if completed and available for lease to parties other than the state agency receiving my proposal, whether the specifications used for the building were designed by the builder/contractor/owner or other party.

I understand that if the building I intend to construct/remodel/renovate is not completed per the specifications listed in my proposal by the date specified in the lease, the state agency that executed the lease will have the option to (1) reduce the rent proportionately by the number of days after the date specified in the lease that the agency occupies the building, or, (2) terminate the lease. Should the lease be terminated, neither the state agency that executed the lease, nor any other state agency will be liable to pay any of the rent or the cost incurred by the builder/contractor/owner of the building for construction/remodeling/renovation.

I understand that should my proposal be accepted by the agency that it was submitted to, and should my proposal be approved by the Public Procurement Review Board, neither the agency executing the lease, nor other agency of the State, will be obligated to occupy this space for any term beyond the dates specified in the lease.

I understand that neither the agency executing the lease, nor other agency of the State, will be obligated to pay the builder/contractor/owner of the building any amount other than the rent specified in the lease for the term of their occupancy of the building, whether or not this amount fully reimburses the builder/contractor/owner for the cost of the construction/remodeling/renovations of the building.

I understand that no condition of the lease can provide for any lump-sum payment for construction/remodeling/renovation or any payments in advance other than for rent, which shall be prorated in equal payments through the term of the lease.

I understand that should I elect not to sign this agreement, either the agency to which my proposal was submitted or the Division of Real Property Management may refuse to accept my proposal for lease.

By evidence of my signature, I acknowledge that I have read the conditions stated above before submittal of my proposal, and that I fully understand these conditions.

---

Builder/Contractor/Owner

---

Date

#### Attachment A:

This attachment is provided to give the contractor a general idea of the layout of the office. Depending on the property some of this could change to accommodate the new location.

The floor plan will need to be reduced to between 4500 to 5000 sq. feet. The following items could be excluded from the current layout.

1. Classrooms one, two, and three
2. Front office space
3. Remove four cubes from common work area

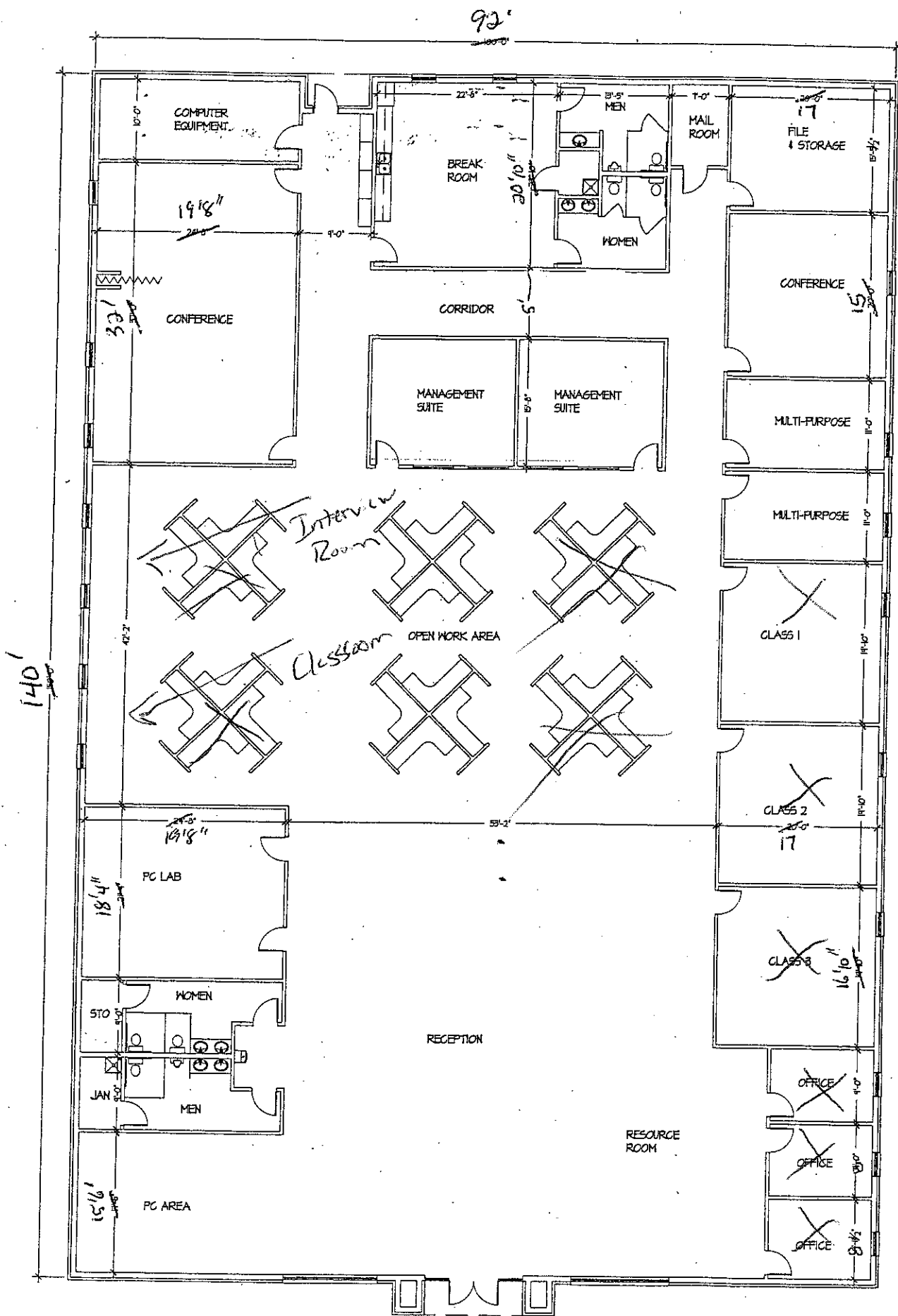
Adds to the current layout

1. Classroom next to the PC lab
2. Interview room next to the larger conference room

Real Property Management will not accept documents RPM 2/89, Conditions for Submittal of Lease proposals to State Agencies, pages 1-4, or the Lease Agreement if white-out has been used on these documents.

The Bureau of Real Property Management, with the concurrence of the Public Procurement Review Board, approves any lease or rental agreements by any agency or department, including any state agency financed entirely by federal funds, for space outside the buildings under the jurisdiction of the Division of General Services.

In all cases, the State of Mississippi Standard Lease Agreement must be used. A sample of the Lease Agreement is included in this package. A lease agreement (two copies) for the property chosen by MESC will be prepared by MESC and sent to the property owner for signature. The signed lease agreements should be returned to MESC to send along with the other required forms to Real Property Management for approval. After the lease is approved the agency will sign the lease agreement and return one copy to the property owner.



"A"

PROPOSED FLOOR PLAN

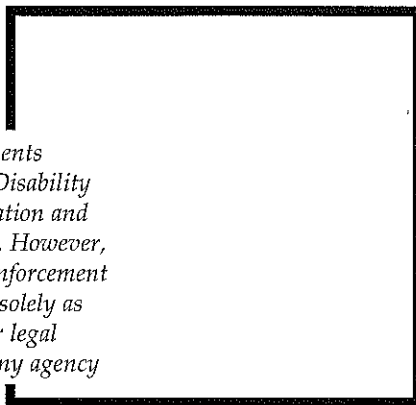
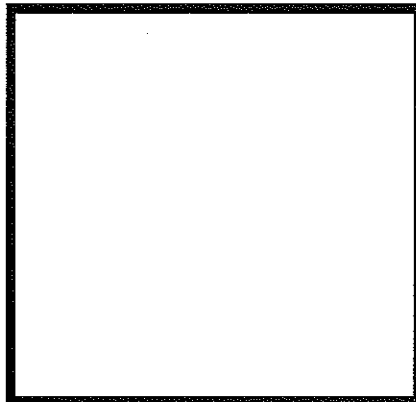
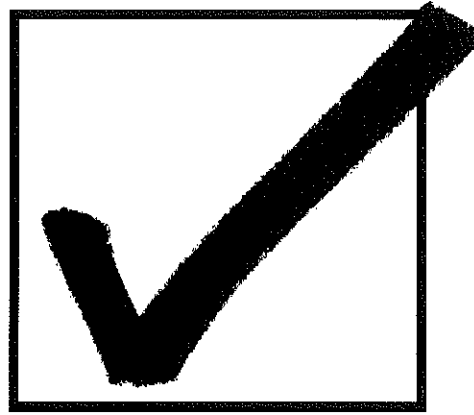
# Checklist for Existing Facilities version 2.1



To obtain additional copies of this **checklist**, contact your Disability and Business Technical Assistance Center. To be automatically connected to your regional center, call 1-800-949-4ADA. This **checklist** may be copied as many times as desired by the Disability and Business Technical Assistance Centers for distribution to small businesses but may not be reproduced in whole or in part and sold by any other entity without written permission of Adaptive Environments, the author.

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Barrier Free Environments, Inc.

Barrier Free Environments, Inc. and Adaptive Environments Center, Inc. are authorized by the National Institute on Disability and Rehabilitation Research (NIDRR) to develop information and materials on the Americans with Disabilities Act (ADA). However, you should be aware that NIDRR is not responsible for enforcement of the ADA. The information, presented here is intended solely as informal guidance, and is neither a determination of your legal rights or responsibilities under the Act, nor binding on any agency with enforcement responsibility under the ADA.



**The Americans with Disabilities Act  
Checklist for Readily Achievable Barrier Removal**  
August 1995

# Checklist for Existing Facilities version 2.1

## Introduction

Title III of the **Americans with Disabilities Act** requires public accommodations to provide goods and services to people with disabilities on an equal basis with the rest of the general public. The goal is to afford every individual the opportunity to benefit from our country's businesses and services, and to afford our businesses and services the opportunity to benefit from the patronage of all Americans.

The regulations require that architectural and communication barriers that are structural must be removed in public areas of **existing facilities** when their removal is **readily achievable**—in other words, easily accomplished and able to be carried out without much difficulty or expense. **Public accommodations** that must meet the barrier removal requirement include a broad range of establishments (both for-profit and nonprofit)—such as hotels, restaurants, theaters, museums, retail stores, private schools, banks, doctors' offices, and other places that serve the public. People who own, lease, lease out, or operate places of public accommodation in existing buildings are responsible for complying with the barrier removal requirement.

The removal of barriers can often be achieved by making simple changes to the physical environment. However, the regulations do not define exactly how much effort and expense are required for a facility to meet its obligation. This judgment must be made on a case-by-case basis, taking into consideration such factors as the size, type, and overall financial resources of the facility, and the nature and cost of the access improvements needed. These factors are described in more detail in the ADA regulations issued by the Department of Justice.

The process of determining what changes are readily achievable is not a one-time effort; access should be re-evaluated annually. Barrier removal that might be difficult to carry out now may be readily achievable later. Tax incentives are available to help absorb costs over several years.

## Purpose of This Checklist

This checklist will help you identify accessibility problems and solutions in existing facilities in order to meet your obligations under the ADA.

The goal of the survey process is to plan how to make an existing facility more usable for people with disabilities. The Department of Justice (DOJ) recommends the development of an Implementation Plan, specifying what improvements you will make to remove barriers and when each solution will be carried out: "...Such a plan...could serve as evidence of a good faith effort to comply...."

## Technical Requirements

This checklist details some of the requirements found in the ADA Standards for Accessible Design (Standards). The ADA Accessibility Guidelines (ADAAG), when adopted by DOJ, became the Standards. The Standards are part of the Department of Justice Title III Regulations, 28 CFR Part 36 (*Nondiscrimination on the basis of disability... Final Rule*). Section 36.304 of this regulation, which covers barrier removal, should be reviewed before this survey is conducted.

However, keep in mind that full compliance with the Standards is required only for new construction and alterations. The requirements are presented here as a guide to help you determine what may be readily achievable barrier removal for existing facilities. The Standards should be followed for all barrier removal unless doing so is not readily achievable. If complying with the Standards is not readily achievable, you may undertake a modification that does not fully comply, as long as it poses no health or safety risk.

In addition to the technical specifications, each item has a scoping provision, which can be found under Section 4.1 in the Standards. This section clarifies when access is required and what the exceptions may be.

Each state has its own regulations regarding accessibility. To ensure compliance with all codes, know your state and local codes and use the more stringent technical requirement for every modification you make; that is, the requirement that provides greater access for individuals with disabilities. The barrier removal requirement for existing facilities is new under the ADA and supersedes less stringent local or state codes.

## **What This Checklist is Not**

This checklist does not cover all of the requirements of the Standards; therefore, it is **not** for facilities undergoing new construction or alterations. In addition, it does not attempt to illustrate all possible barriers or propose all possible barrier removal solutions. The Standards should be consulted for guidance in situations not covered here.

The Title III regulation covers more than barrier removal, but this checklist does **not** cover Title III's requirements for nondiscriminatory policies and practices and for the provision of auxiliary communication aids and services. The communication features covered are those that are **structural** in nature.

## **Priorities**

This checklist is based on the four priorities recommended by the Title III regulations for planning readily achievable barrier removal projects:

- Priority 1: Accessible **approach and entrance**
- Priority 2: Access to **goods and services**
- Priority 3: Access to **rest rooms**
- Priority 4: Any **other measures** necessary


*Note that the references to ADAAG throughout the checklist refer to the Standards for Accessible Design.*

## **How to Use This Checklist**

✓ **Get Organized:** Establish a time frame for completing the survey. Determine how many copies of the checklist you will need to survey the whole facility. Decide who will conduct the survey. It is strongly recommended that you invite two or three additional people, including people with various disabilities and accessibility expertise, to assist in identifying barriers, developing solutions for removing these barriers, and setting priorities for implementing improvements.

✓ **Obtain Floor Plans:** It is very helpful to have the building floor plans with you while you survey. If plans are not available, use graph paper to sketch the layout of all interior and exterior spaces used by your organization. Make notes on the sketch or plan while you are surveying.

✓ **Conduct the Survey:** Bring copies of this checklist, a clipboard, a pencil or pen, and a flexible steel

tape measure. With three people surveying, one person numbers key items on the floor plan to match with the field notes, taken by a second person, while the third takes measurements. **Be sure to record all dimensions!** As a reminder, questions that require a dimension to be measured and recorded are marked with the ruler symbol.  Think about each space from the perspective of people with physical, hearing, visual, and cognitive disabilities, noting areas that need improvement.

✓ **Summarize Barriers and Solutions:** List barriers found and ideas for their removal. Consider the solutions listed beside each question, and add your own ideas. Consult with building contractors and equipment suppliers to estimate the costs for making the proposed modifications.

✓ **Make Decisions and Set Priorities:** Review the summary with decision makers and advisors. Decide which solutions will best eliminate barriers at a reasonable cost. Prioritize the items you decide upon and make a timeline for carrying them out. Where the removal of barriers is not readily achievable, you must consider whether there are **alternative methods** for providing access that *are* readily achievable.

✓ **Maintain Documentation:** Keep your survey, notes, summary, record of work completed, and plans for alternative methods on file.

✓ **Make Changes:** Implement changes as planned. Always refer directly to the Standards and your state and local codes for complete technical requirements before making any access improvement. References to the applicable sections of the Standards are listed at the beginning of each group of questions. If you need help understanding the federal, state, or local requirements, contact your Disability and Business Technical Assistance Center.

✓ **Follow Up:** Review your Implementation Plan each year to re-evaluate whether more improvements have become readily achievable.

To obtain a copy of the Title III regulations and the Standards or other technical information, call the U.S. Dept. of Justice ADA Information Line at (800) 514-0301 Voice, (202) 514-0381 TDD, or (800) 514-0383 TDD. For questions about ADAAG, contact the Architectural and Transportation Barriers Compliance Board at (800) USA-ABLE.

## QUESTIONS

## POSSIBLE SOLUTIONS

Priority

### 1 Accessible Approach/Entrance

People with disabilities should be able to arrive on the site, approach the building, and enter as freely as everyone else. At least one route of travel should be safe and accessible for everyone, including people with disabilities.

#### Route of Travel (ADAAG 4.3, 4.4, 4.5, 4.7)

Is there a route of travel that does not require the use of stairs?

Yes No

☐ ☐

- ☐ Add a ramp if the route of travel is interrupted by stairs.
- ☐ Add an alternative route on level ground.

Is the route of travel stable, firm and slip-resistant?

☐ ☐

- ☐ Repair uneven paving.
- ☐ Fill small bumps and breaks with beveled patches.
- ☐ Replace gravel with hard top.



Is the route at least 36 inches wide?

☐ ☐  
width

- ☐ Change or move landscaping, furnishings, or other features that narrow the route of travel.
- ☐ Widen route.



Can all objects protruding into the circulation paths be detected by a person with a visual disability using a cane?

☐ ☐  
distance from wall/  
height

- ☐ Move or remove protruding objects.
- ☐ Add a cane-detectable base that extends to the ground.
- ☐ Place a cane-detectable object on the ground underneath as a warning barrier.

**In order to be detected** using a cane, an object must be within 27 inches of the ground. Objects hanging or mounted overhead must be higher than 80 inches to provide clear head room. It is not necessary to remove objects that protrude less than 4 inches from the wall.

Do curbs on the route have curb cuts at drives, parking, and drop-offs?

☐ ☐

- ☐ Install curb cut.
- ☐ Add small ramp up to curb.

#### Ramps (ADAAG 4.8)



Are the slopes of ramps no greater than 1:12?

☐ ☐  
slope

**Slope is given as a ratio of the height to the length.** 1:12 means for every 12 inches along the base of the ramp, the height increases one inch. For a 1:12 maximum slope, **at least** one foot of ramp length is needed for each inch of height.

- ☐ Lengthen ramp to decrease slope.
- ☐ Relocate ramp.
- ☐ If available space is limited, reconfigure ramp to include switchbacks.

## QUESTIONS

## POSSIBLE SOLUTIONS


### Ramps, continued

Do all ramps longer than 6 feet have railings on both sides?

Yes No


☐ ☐

☐ Add railings.

 Are railings sturdy, and between 34 and 38 inches high?

☐ ☐  
☐ height

☐ Adjust height of railing if not between 30 and 38 inches.  
☐ Secure handrails in fixtures.

 Is the width between railings or curbs at least 36 inches?


☐ ☐  
☐ width

☐ Relocate the railings.  
☐ Widen the ramp.

Are ramps non-slip?


☐ ☐

☐ Add non-slip surface material.

 Is there a 5-foot-long level landing at every 30-foot horizontal length of ramp, at the top and bottom of ramps and at switchbacks?

☐ ☐  
☐ length


☐ Remodel or relocate ramp.

 Does the ramp rise no more than 30 inches between landings?

☐ ☐  
☐ rise

☐ Remodel or relocate ramp.

### Parking and Drop-Off Areas (ADAAG 4.6)


 Are an adequate number of accessible parking spaces available (8 feet wide for car plus 5-foot access aisle)? For guidance in determining the appropriate number to designate, the table below gives the ADAAG requirements for new construction and alterations (for lots with more than 100 spaces, refer to ADAAG):

Total spaces	Accessible
1 to 25	1 space
26 to 50	2 spaces
51 to 75	3 spaces
76 to 100	4 spaces

☐ ☐  
☐ number of accessible spaces

Note widths of existing accessible spaces:

☐ Reconfigure a reasonable number of spaces by repainting stripes.

 Are 8-foot-wide spaces, with minimum 8-foot-wide access aisles, and 98 inches of vertical clearance, available for lift-equipped vans?

☐ ☐  
☐ width/vertical clearance

☐ Reconfigure to provide van-accessible space(s).

**At least one of every 8 accessible spaces must be van-accessible (with a minimum of one van-accessible space in all cases).**

## QUESTIONS

## POSSIBLE SOLUTIONS

### Parking and Drop-Off Areas, continued

Are the access aisles part of the accessible route to the accessible entrance?

Yes No

☐ ☐

Are the accessible spaces closest to the accessible entrance?

☐ ☐

Are accessible spaces marked with the International Symbol of Accessibility? Are there signs reading "Van Accessible" at van spaces?

☐ ☐

Is there an enforcement procedure to ensure that accessible parking is used only by those who need it?

☐ ☐

- ☐ Add curb ramps.
- ☐ Reconstruct sidewalk.

- ☐ Reconfigure spaces.

- ☐ Add signs, placed so that they are not obstructed by cars.

- ☐ Implement a policy to check periodically for violators and report them to the proper authorities.

### Entrance (ADAAG 4.13, 4.14, 4.5)

If there are stairs at the main entrance, is there also a ramp or lift, or is there an alternative accessible entrance?

☐ ☐

**Do not use a service entrance as the accessible entrance** unless there is no other option.

Do all inaccessible entrances have signs indicating the location of the nearest accessible entrance?

☐ ☐


Can the alternate accessible entrance be used independently?

☐ ☐

- ☐ If it is not possible to make the main entrance accessible, create a dignified alternate accessible entrance. If parking is provided, make sure there is accessible parking near all accessible entrances.

- ☐ Install signs before inaccessible entrances so that people do not have to retrace the approach.


- ☐ Eliminate as much as possible the need for assistance—to answer a doorbell, to operate a lift, or to put down a temporary ramp, for example.

 Does the entrance door have at least 32 inches clear opening (for a double door, at least one 32-inch leaf)?

☐ ☐

☐ ☐

clear opening

 Is there at least 18 inches of clear wall space on the pull side of the door, next to the handle?

☐ ☐

☐ ☐

clear space

**A person using a wheelchair or crutches** needs this space to get close enough to open the door.


- ☐ Widen the door to 32 inches clear.
- ☐ If technically infeasible, widen to 31-3/8 inches minimum.
- ☐ Install offset (swing-clear) hinges.

- ☐ Remove or relocate furnishings, partitions, or other obstructions.
- ☐ Move door.
- ☐ Add power-assisted or automatic door opener.

## QUESTIONS

## POSSIBLE SOLUTIONS


### Entrance, continued

 Is the threshold edge 1/4-inch high or less, or if beveled edge, no more than 3/4-inch high?

Yes No

<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	
height	

- ☐ If there is a single step with a rise of 6 inches or less, add a short ramp.
- ☐ If there is a threshold greater than 3/4-inch high, remove it or modify it to be a ramp.

 If provided, are carpeting or mats a maximum of 1/2-inch high?


<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	
height	

- ☐ Replace or remove mats.

Are edges securely installed to minimize tripping hazards?

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------


- ☐ Secure carpeting or mats at edges.

 Is the door handle no higher than 48 inches and operable with a closed fist?

<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	
height	

- ☐ Lower handle.
- ☐ Replace inaccessible knob with a lever or loop handle.
- ☐ Retrofit with an add-on lever extension.


**The "closed fist" test for handles and controls:** Try opening the door or operating the control using only one hand, held in a fist. If you can do it, so can a person who has limited use of his or her hands.

 Can doors be opened without too much force (exterior doors reserved; maximum is 5 lbf for interior doors)?

<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	
force	

- ☐ Adjust the door closers and oil the hinges.
- ☐ Install power-assisted or automatic door openers.
- ☐ Install lighter doors.

**You can use an inexpensive force meter or a fish scale** to measure the force required to open a door. Attach the hook end to the doorknob or handle. Pull on the ring end until the door opens, and read off the amount of force required. If you do not have a force meter or a fish scale, you will need to judge subjectively whether the door is easy enough to open.

 If the door has a closer, does it take at least 3 seconds to close?

<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	
seconds	

- ☐ Adjust door closer.

## QUESTIONS

## POSSIBLE SOLUTIONS

Priority

### 2 Access to Goods and Services

Ideally, the layout of the building should allow people with disabilities to obtain materials or services without assistance.

#### Horizontal Circulation (ADAAG 4.3)

Does the accessible entrance provide direct access to the main floor, lobby, or elevator?


☐ Yes ☐ No

- ☐ Add ramps or lifts.
- ☐ Make another entrance accessible.

Are all public spaces on an accessible route of travel?


☐ Yes ☐ No

- ☐ Provide access to all public spaces along an accessible route of travel.

 Is the accessible route to all public spaces at least 36 inches wide?

☐ Yes ☐ No  
width


- ☐ Move furnishings such as tables, chairs, display racks, vending machines, and counters to make more room.

 Is there a 5-foot circle or a T-shaped space for a person using a wheelchair to reverse direction?

☐ Yes ☐ No  
width


- ☐ Rearrange furnishings, displays, and equipment.

#### Doors (ADAAG 4.13)

 Do doors into public spaces have at least a 32-inch clear opening?


☐ Yes ☐ No  
clear opening

- ☐ Install offset (swing-clear) hinges.
- ☐ Widen doors.

 On the pull side of doors, next to the handle, is there at least 18 inches of clear wall space so that a person using a wheelchair or crutches can get near to open the door?


☐ Yes ☐ No  
clear space

- ☐ Reverse the door swing if it is safe to do so.
- ☐ Move or remove obstructing partitions.

 Can doors be opened without too much force (5 lbf maximum for interior doors)?


☐ Yes ☐ No  
force

- ☐ Adjust or replace closers.
- ☐ Install lighter doors.
- ☐ Install power-assisted or automatic door openers.

 Are door handles 48 inches high or less and operable with a closed fist?

☐ Yes ☐ No  
height

- ☐ Lower handles.
- ☐ Replace inaccessible knobs or latches with lever or loop handles.
- ☐ Retrofit with add-on levers.
- ☐ Install power-assisted or automatic door openers.

 Are all threshold edges 1/4-inch high or less, or if beveled edge, no more than 3/4-inch high?

☐ Yes ☐ No  
height

- ☐ If there is a threshold greater than 3/4-inch high, remove it or modify it to be a ramp.
- ☐ If between 1/4- and 3/4-inch high, add bevels to both sides.

## QUESTIONS

## POSSIBLE SOLUTIONS

### Rooms and Spaces (ADAAG 4.2, 4.4, 4.5)

Are all aisles and pathways to materials and services at least 36 inches wide?

Yes No

☐ ☐
  
width

☐ Rearrange furnishings and fixtures to clear aisles.

Is there a 5-foot circle or T-shaped space for turning a wheelchair completely?

☐ ☐
  
width

☐ Rearrange furnishings to clear more room.

Is carpeting low-pile, tightly woven, and securely attached along edges?

☐ ☐

☐ Secure edges on all sides.  
☐ Replace carpeting.

In circulation paths through public areas, are all obstacles cane-detectable (located within 27 inches of the floor or higher than 80 inches, or protruding less than 4 inches from the wall)?

☐ ☐
  
height/  
protrusion

☐ Remove obstacles.  
☐ Install furnishings, planters, or other cane-detectable barriers underneath.

### Emergency Egress (ADAAG 4.28)

If emergency systems are provided, do they have both flashing lights and audible signals?

☐ ☐

☐ Install visible and audible alarms.  
☐ Provide portable devices.

### Signage for Goods and Services (ADAAG 4.30)

Different requirements apply to different types of signs.

If provided, do signs and room numbers designating permanent rooms and spaces where goods and services are provided comply with the appropriate requirements for such signage?

☐ ☐

☐ Provide signs that have raised letters, Grade II Braille, and that meet all other requirements for permanent room or space signage. (See ADAAG 4.1.3(16) and 4.30.)

- Signs mounted with centerline 60 inches from floor.

Y N ☐ ☐

  
height

- Mounted on wall adjacent to latch side of door, or as close as possible.

☐ ☐

- Raised characters, sized between 5/8 and 2 inches high, with high contrast (for room numbers, rest rooms, exits).

☐ ☐

  
character  
height

- Brailled text of the same information.

☐ ☐

- If pictogram is used, it must be accompanied by raised characters and braille.

☐ ☐

## QUESTIONS

## POSSIBLE SOLUTIONS

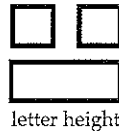
### Directional and Informational Signage

The following questions apply to directional and informational signs that fall under Priority 2.

Yes No



If mounted above 80 inches, do they have letters at least 3 inches high, with high contrast, and non-glare finish?



☐ Review requirements and replace signs as needed, meeting the requirements for character size, contrast, and finish.

Do directional and informational signs comply with legibility requirements? (Building directories or temporary signs need not comply.)

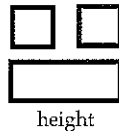


☐ Review requirements and replace signs as needed.

### Controls (ADAAG 4.27)



Are all controls that are available for use by the public (including electrical, mechanical, cabinet, game, and self-service controls) located at an accessible height?



☐ Relocate controls.

**Reach ranges:** The maximum height for a side reach is 54 inches; for a forward reach, 48 inches. The minimum reachable height is 15 inches for a front approach and 9 inches for a side approach.

Are they operable with a closed fist?

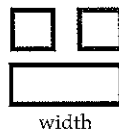


☐ Replace controls.

### Seats, Tables, and Counters (ADAAG 4.2, 4.32, 7.2)



Are the aisles between fixed seating (other than assembly area seating) at least 36 inches wide?



☐ Rearrange chairs or tables to provide 36-inch aisles.

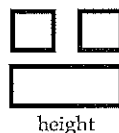
Are the spaces for wheelchair seating distributed throughout?



☐ Rearrange tables to allow room for wheelchairs in seating areas throughout the area.  
☐ Remove some fixed seating.



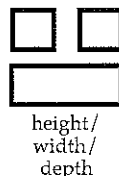
Are the tops of tables or counters between 28 and 34 inches high?



☐ Lower part or all of high surface.  
☐ Provide auxiliary table or counter.



Are knee spaces at accessible tables at least 27 inches high, 30 inches wide, and 19 inches deep?




☐ Replace or raise tables.


## QUESTIONS

## POSSIBLE SOLUTIONS


### Seats, Tables, and Counters, continued


 At each type of cashier counter, is there a portion of the main counter that is no more than 36 inches high?

Yes No

☐ ☐  
  
 height

- ☐ Provide a lower auxiliary counter or folding shelf.
- ☐ Arrange the counter and surrounding furnishings to create a space to hand items back and forth.

 Is there a portion of food-ordering counters that is no more than 36 inches high, or is there space at the side for passing items to customers who have difficulty reaching over a high counter?

☐ ☐  
  
 height

- ☐ Lower section of counter.
- ☐ Arrange the counter and surrounding furnishings to create a space to pass items.

### Vertical Circulation (ADAAG 4.1.3(5), 4.3)

Are there ramps, lifts, or elevators to all public levels?

☐ ☐

- ☐ Install ramps or lifts.
- ☐ Modify a service elevator.
- ☐ Relocate goods or services to an accessible area.

On each level, if there are stairs between the entrance and/or elevator and essential public areas, is there an accessible alternate route?

☐ ☐

- ☐ Post clear signs directing people along an accessible route to ramps, lifts, or elevators.

### Stairs (ADAAG 4.9)

The following questions apply to stairs connecting levels *not* serviced by an elevator, ramp, or lift.

Do treads have a non-slip surface?

☐ ☐

- ☐ Add non-slip surface to treads.

Do stairs have continuous rails on both sides, with extensions beyond the top and bottom stairs?

☐ ☐


- ☐ Add or replace handrails if possible within existing floor plan.


### Elevators (ADAAG 4.10)

Are there both visible and verbal or audible door opening/closing and floor indicators (one tone = up, two tones = down)?

☐ ☐

- ☐ Install visible and verbal or audible signals.

 Are the call buttons in the hallway no higher than 42 inches?

☐ ☐  
  
 height

- ☐ Lower call buttons.
- ☐ Provide a permanently attached reach stick.

Do the controls inside the cab have raised and braille lettering?

☐ ☐

- ☐ Install raised lettering and braille next to buttons.

## QUESTIONS

## POSSIBLE SOLUTIONS

### Elevators, continued

Is there a sign on both door jambs at every floor identifying the floor in raised and braille letters?

Yes No  
☐ ☐

☐ Install tactile signs to identify floor numbers, at a height of 60 inches from floor.

If an emergency intercom is provided, is it usable without voice communication?

☐ ☐

☐ Modify communication system.

Is the emergency intercom identified by braille and raised letters?

☐ ☐


☐ Add tactile identification.


### Lifts (ADAAG 4.2, 4.11)

Can the lift be used without assistance? If not, is a call button provided?


☐ ☐


☐ At each stopping level, post clear instructions for use of the lift.  
☐ Provide a call button.

 Is there at least 30 by 48 inches of clear space for a person in a wheelchair to approach to reach the controls and use the lift?

☐ ☐  
  
 clear space

☐ Rearrange furnishings and equipment to clear more space.

 Are controls between 15 and 48 inches high (up to 54 inches if a side approach is possible)?

☐ ☐  
  
 height

☐ Move controls.

Priority

## 3 Usability of Rest Rooms

When rest rooms are open to the public, they should be accessible to people with disabilities.

### Getting to the Rest Rooms (ADAAG 4.1)

If rest rooms are available to the public, is at least one rest room (either one for each sex, or unisex) fully accessible?

☐ ☐

☐ Reconfigure rest room.  
☐ Combine rest rooms to create one unisex accessible rest room.

Are there signs at inaccessible rest rooms that give directions to accessible ones?

☐ ☐

☐ Install accessible signs.

### Doorways and Passages (ADAAG 4.2, 4.13, 4.30)

Is there tactile signage identifying rest rooms?

☐ ☐

☐ Add accessible signage, placed to the side of the door, 60 inches to centerline (not on the door itself).

**Mount signs on the wall**, on the latch side of the door, complying with the requirements for permanent signage. Avoid using ambiguous symbols in place of text to identify rest rooms.

## QUESTIONS

## POSSIBLE SOLUTIONS


### Doorways and Passages, continued

Are pictograms or symbols used to identify rest rooms, and, if used, are raised characters and braille included below them?

Yes No


☐ ☐

- ☐ If symbols are used, add supplementary verbal signage with raised characters and braille below pictogram symbol.

 Is the doorway at least 32 inches clear?


☐ ☐  
  
clear width

- ☐ Install offset (swing-clear) hinges.
- ☐ Widen the doorway.

 Are doors equipped with accessible handles (operable with a closed fist), 48 inches high or less?


☐ ☐  
  
height

- ☐ Lower handles.
- ☐ Replace knobs or latches with lever or loop handles.
- ☐ Add lever extensions.
- ☐ Install power-assisted or automatic door openers.

 Can doors be opened easily (5 lbf maximum force)?

☐ ☐  
  
force


- ☐ Adjust or replace closers.
- ☐ Install lighter doors.
- ☐ Install power-assisted or automatic door openers.

 Does the entry configuration provide adequate maneuvering space for a person using a wheelchair?

☐ ☐  
  
clear width

- ☐ Rearrange furnishings such as chairs and trash cans.
- ☐ Remove inner door if there is a vestibule with two doors.
- ☐ Move or remove obstructing partitions.

A person in a wheelchair needs 36 inches of clear width for forward movement, and a 5-foot diameter or T-shaped clear space to make turns. A minimum distance of 48 inches clear of the door swing is needed between the two doors of an entry vestibule.

 Is there a 36-inch-wide path to all fixtures?

☐ ☐  
  
width


- ☐ Remove obstructions.

### Stalls (ADAAG 4.17)

Is the stall door operable with a closed fist, inside and out?

☐ ☐

- ☐ Replace inaccessible knobs with lever or loop handles.
- ☐ Add lever extensions.

 Is there a wheelchair-accessible stall that has an area of at least 5 feet by 5 feet, clear of the door swing, OR is there a stall that is less accessible but that provides greater access than a typical stall (either 36 by 69 inches or 48 by 69 inches)?

☐ ☐  
  
length/  
width

- ☐ Move or remove partitions.
- ☐ Reverse the door swing if it is safe to do so.

## QUESTIONS

## POSSIBLE SOLUTIONS


### Stalls, continued

In the accessible stall, are there grab bars behind and on the side wall nearest to the toilet?

Yes No

☐ ☐

☐ Add grab bars.


 Is the toilet seat 17 to 19 inches high?

☐ ☐  
☐

height

☐ Add raised seat.

### Lavatories (ADAAG 4.19, 4.24)


 Does one lavatory have a 30-inch-wide by 48-inch-deep clear space in front?

☐ ☐  
☐

clear space

- ☐ Rearrange furnishings.
- ☐ Replace lavatory.
- ☐ Remove or alter cabinetry to provide space underneath.
- ☐ Make sure hot pipes are covered.
- ☐ Move a partition or wall.


**A maximum of 19 inches of the required depth may be under the lavatory.**

 Is the lavatory rim no higher than 34 inches?

☐ ☐  
☐

height

☐ Adjust or replace lavatory.

 Is there at least 29 inches from the floor to the bottom of the lavatory apron (excluding pipes)?

☐ ☐  
☐

height

☐ Adjust or replace lavatory.

Can the faucet be operated with one closed fist?


☐ ☐

☐ Replace with paddle handles.

Are soap and other dispensers and hand dryers within reach ranges (see page 7) and usable with one closed fist?

☐ ☐

- ☐ Lower dispensers.
- ☐ Replace with or provide additional accessible dispensers.

 Is the mirror mounted with the bottom edge of the reflecting surface 40 inches high or lower?

☐ ☐  
☐

height

- ☐ Lower or tilt down the mirror.
- ☐ Add a larger mirror anywhere in the room.


### Priority

## 4 Additional Access

*Note that this priority is for items not required for basic access in the first three priorities.*

When amenities such as drinking fountains and public telephones are provided, they should also be accessible to people with disabilities.

### Drinking Fountains (ADAAG 4.15)

 Is there at least one fountain with clear floor space of at least 30 by 48 inches in front?

☐ ☐  
☐


clear space

☐ Clear more room by rearranging or removing furnishings.

## QUESTIONS

## POSSIBLE SOLUTIONS

### Drinking Fountains, continued


 Is there one fountain with its spout no higher than 36 inches from the ground, and another with a standard height spout (or a single "hi-lo" fountain)?

Yes No

☐ ☐  
☐ height

Are controls mounted on the front or on the side near the front edge, and operable with one closed fist?

☐ ☐

 Is each water fountain cane-detectable (located within 27 inches of the floor or protruding into the circulation space less than 4 inches from the wall)?

☐ ☐  
☐ height/  
protrusion


☐ Provide cup dispensers for fountains with spouts that are too high.

☐ Provide accessible cooler.


☐ Replace the controls.

☐ Place a planter or other cane-detectable barrier on each side at floor level.


### Telephones (ADAAG 4.31)

 If pay or public use phones are provided, is there clear floor space of at least 30 by 48 inches in front of at least one?

☐ ☐  
☐ clear space

 Is the highest operable part of the phone no higher than 48 inches (up to 54 inches if a side approach is possible)?

☐ ☐  
☐ height

 Does the phone protrude no more than 4 inches into the circulation space?

☐ ☐  
☐ protrusion

☐ Move furnishings.

☐ Replace booth with open station.

☐ Lower telephone.

☐ Place a cane-detectable barrier on each side at floor level.

Does the phone have push-button controls?

☐ ☐

☐ Contact phone company to install push-buttons.

Is the phone hearing-aid compatible?

☐ ☐

☐ Have phone replaced with a hearing-aid compatible one.

Is the phone adapted with volume control?

☐ ☐

☐ Have volume control added.

Is the phone with volume control identified with appropriate signage?

☐ ☐

☐ Add signage.

If there are four or more public phones in the building, is one of the phones equipped with a text telephone (TT or TDD)?

☐ ☐

☐ Install a text telephone.  
☐ Have a portable TT available.  
☐ Provide a shelf and outlet next to phone.

Is the location of the text telephone identified by accessible signage bearing the International TDD Symbol?

☐ ☐

☐ Add signage.